

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

YADIRA GALARZA CRUZ

PLAINTIFF

v.

GRUPO HIMA SAN PABLO, INC.; CENTRO  
MÉDICO DEL TURABO, INC.; JOCAR  
ENTREPRISES CORP.; FERNANDO  
RODRÍGUEZ;  
LIBERTY INTERNATIONAL  
UNDERWRITERS;  
JOHN DOE; JANE ROE; INSURANCE  
COMPANIES B AND C

DEFENDANTS

CIVIL NO. 17-1606 (RAM)(MDM)

TITLE VII OF THE CIVIL RIGHTS  
ACT; PUERTO RICO LAWS 17, 69,  
80, 100 & 115

FEDERAL QUESTION  
JURISDICTION

PLAINTIFF DEMANDS  
TRIAL BY JURY

**STIPULATION FOR VOLUNTARY DISMISSAL WITH PREJUDICE**  
**PURSUANT TO FED. R. CIV. P. 41(a)(1)(A)(ii)**

**TO THE HONORABLE COURT:**

COME NOW plaintiff Yadira Galarza Cruz (hereinafter referred to as "Plaintiff"), and defendants Grupo HIMA San Pablo, Inc.; Jocar Enterprises, Inc.; Centro Médico del Turabo, Inc.; and Fernando Rodríguez (hereinafter referred jointly to as "Defendants") (collectively, the "Parties"), through their respective undersigned counsel, and very respectfully state and pray as follows:

1. The Parties have executed a *Confidential Settlement and General Release Agreement* (the "Confidential Agreement"). As stipulated, the *Confidential Agreement* will remain private and will not be filed with the Court, unless required for enforcement purposes.

2. In consideration of the mutual promises and covenants set forth in the *Confidential Agreement*, and pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), the Parties hereby request the voluntary dismissal with prejudice of all claims and causes of actions subject of this litigation.

3. The Parties have agreed that the voluntary dismissal with prejudice shall be without any special imposition of costs, interests, or attorney's fees.

4. Accordingly, the Parties request that this Court enter judgment decreeing the voluntary dismissal with prejudice of the *Complaint (Docket No. 1)*, while retaining jurisdiction to enforce the terms and conditions of the *Confidential Agreement* pursuant to the holdings of Kokkonen v. Guardian Life Ins. Co. of Am., 511 U.S. 375, 379-380, 114 S. Ct. 1673, 128 L. Ed. 2d 391 (1994), as interpreted in F.A.C., Inc. v. Cooperativa de Seguros de Vida de Puerto Rico, 449 F. 3d 185, 189-190 (1st Cir. 2006).

**WHEREFORE**, the Parties respectfully request that this Honorable Court grant the instant stipulation and, consequently, enter judgment decreeing the voluntary dismissal with prejudice of the *Complaint (Docket No. 1)* without any special imposition of costs, interests, or attorney's fees, and retaining jurisdiction to enforce the terms and conditions of the *Confidential Agreement*.

**CERTIFICATE OF SERVICE:** We hereby certify that on this same date the foregoing stipulation was filed with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all attorneys and participants of record.

**RESPECTFULLY SUBMITTED.**

In San Juan, Puerto Rico, this 23<sup>rd</sup> day of October, 2020.

[SIGNATURE PAGE FOLLOW]

**Attorneys for Plaintiff:**

**LABOR COUNSELS, LLC**

Citibank Towers, Suite 500  
252 Ponce de León Avenue  
San Juan, PR 00918

P.O. Box 195343  
San Juan, PR 00919-5343  
T. (787) 758-1400  
F. (787) 758-1414  
C. (787) 460-3456

[www.laborcounsel.com](http://www.laborcounsel.com)  
[paula@laborcounsel.com](mailto:paula@laborcounsel.com)  
[pico@laborcounsel.com](mailto:pico@laborcounsel.com)

**S/ CARLOS R. PAULA**  
USDCPR BAR NO. 212009

**S/ JAIME E. PICÓ-RODRÍGUEZ**  
USDCPR BAR NO. 228113

**Attorneys for Defendants:**

**Collazo Concepción & Collazo**

9 Claudia Street – Suite 301  
Amelia Industrial Park  
Guaynabo PR 00968  
Tel. 787-753-8585/Fax:787-753-5278

**s/Ada Nurie Pagán-Isona**  
Ada Nurie Pagán-Isona  
USDC No. 216904  
[apagan@ccclawpr.com](mailto:apagan@ccclawpr.com)

**s/Carlos Concepción Castro**  
USDC No. 218007  
[cconcepcion@ccclawpr.com](mailto:cconcepcion@ccclawpr.com)